

**AMMENDED INTERLOCAL AGREEMENT BETWEEN GRANT COUNTY AND
YAKIMA COUNTY REGARDING LAW ENFORCEMENT SERVICES RELATED
TO WANAPUM INDIAN VILLAGE**

THIS AGREEMENT ("Agreement") is made and entered into between the following: GRANT COUNTY, WASHINGTON ("GRANT COUNTY"), a political subdivision of the State of Washington, by and through the Grant County Sheriff's Office, and YAKIMA COUNTY, WASHINGTON ("YAKIMA COUNTY"), a political subdivision of the State of Washington, by and through the Yakima County Sheriff's Office.

WHEREAS, portions of the Wanapum Indian Village ("VILLAGE") fall within the jurisdiction of both YAKIMA COUNTY and GRANT COUNTY; and

WHEREAS, the Yakima County Sheriff's Office desires to contract with the Grant County Sheriff's Office regarding provision of interim law enforcement services concerning those portions of the VILLAGE falling within the jurisdiction of YAKIMA COUNTY; **and**,

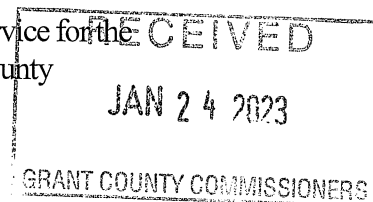
WHEREAS, YAKIMA COUNTY and GRANT COUNTY desire to memorialize the agreement between the parties regarding provision of the law enforcement services by the Grant County Sheriff's Office concerning those portions of the VILLAGE falling within the jurisdiction of YAKIMA COUNTY; **and**,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

AGREEMENTS:

1. Services and Protocol.

- a. Whenever a person or persons require law enforcement services within that portion of the VILLAGE falling within the jurisdiction of YAKIMA COUNTY, it is anticipated such person or persons will call 911. Thereafter, such person or persons will be connected to MACC 911. At that stage, MACC 911 will then contact the appropriate agency for the purpose of response.
- b. In the event of non-emergency incidents (where no life is in danger, personal safety is not a concern, and personal property is not in danger), the following protocol shall be in place:
 - i. MACC 911 will call the Yakima County Sheriff's Office toll free at: 1-800-572-0490;
 - ii. The Yakima County Sheriff's Office will then facilitate service for the incident (pursuant to a telephone report and/or Yakima County



- Sheriff's Deputy may be involved or otherwise be dispatched for a non-emergency response);
- iii. The Yakima County Sheriff's Office will electronically forward completed reports of all non-emergency VILLAGE incidents to the Grant County Sheriff's Office.
- c. In the event of **emergency incidents** (where life or safety is reported to be in immediate danger), or **priority incidents** (where personal property is reported to be in immediate danger), the following protocol shall be in place:
- i. Subsequent to a 911 call, MACC 911 will dispatch the closest Grant County Sheriff's Deputy or Deputies to the reported incident scene;
 - a) MACC 911 will immediately notify the Yakima County Sheriff's Communications Center;
 - b) The Grant County Sheriff's Office will have responsibility for the Priority of Emergency incident until the arrival of Yakima County Sheriff's Office personnel, who will then assume incident responsibility;
 - c) Grant County Sheriff's Office personnel will provide further assistance, if needed, until life, safety and/or personal property are no longer in danger,
 - d) Grant County Sheriff's Office personnel will provide reports to the Yakima County Sheriff's Office on their response and activities regarding the incident as soon as reasonably possible after the incident;
 - e) The responsible Yakima County Sheriff's Office Deputy will keep the Grant County Sheriff's Office apprised of any on-going danger or concern regarding the incident, at the completion of the on-scene investigation;
 - f) The Yakima County Sheriff's Office will electronically forward to the Grant County Sheriff's Office all completed reports on Wanapum Indian Village emergency or priority incidents.

It is anticipated that the Grant County P.U.D. may need to obtain copies of reports on incidents through the Yakima County Sheriff's Office pursuant to public records law. Both parties to this agreement understand that the Grant County P.U.D. will be directed to call the Yakima County Sheriff's Office Toll Free Line at **1-800-572-0490** and thereafter be transferred to appropriate Yakima County entity or agency for instructions.

- 2. Effective Date of Agreement. This is a continuation of the 2019-2021 agreement, and it was the intent of the parties for the 2019-2021 agreement to remain in full force and effect until the 2023-2026 agreement is fully executed. This agreement shall be effective as of the date signed, 2023, through December 31, 2026, and it is the intent of the parties that it will remain in full force and effect until a subsequent agreement is executed unless otherwise terminated as set forth herein.
- 3. Termination. This Agreement may be terminated by either party on giving ninety (90) days advance notice in writing of its intention to do so.

4. Notices. All notices pursuant to this Agreement shall be in writing and shall be transmitted electronically or by United States Postal Service, postage prepaid. Any such notice is effective upon receipt by the party to whom the notice is directed. Proof of delivery via facsimile shall be sufficient upon showing of a receipt of successful transmission produced by the sending of facsimile machine and indicating the telephone number to which the transmission was sent, provided that the receipt indicates the transmission was sent to the phone number of the intended recipient.

Notices shall be sent to the following addresses unless written notice of a change of address has been given pursuant hereto:

To GRANT COUNTY Sheriff Joseph Kriete
Grant County Sheriff's Office
P.O. Box 37
Ephrata, WA 98823
(509)-754-2011

To YAKIMA COUNTY: Sheriff Robert Udell
Yakima County Sheriff's Office
P.O. Box 1388
Yakima, WA 98907
(509)-574-2500

5. Severability. If any term, provision, covenant, or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
6. Indemnification. To the fullest extent permitted by law, GRANT COUNTY shall indemnify and hold harmless YAKIMA COUNTY, its officers, its commissioners, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of the GRANT COUNTY, its employees, and/or its agents and its/their performance under this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities, and judgments including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that negligence of YAKIMA COUNTY or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify YAKIMA COUNTY from the negligence of YAKIMA COUNTY'S own employees, officers, or agents.

To the fullest extent permitted by law, YAKIMA COUNTY shall indemnify and hold harmless the GRANT COUNTY, its officers, its directors, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in

connection with, or incident to YAKIMA COUNTY'S performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of YAKIMA COUNTY, its employees, and/or its agents and its/their performance of the work specified by this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities, and judgments including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that negligence of GRANT COUNTY or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify GRANT COUNTY from the negligence of GRANT COUNTY's own employees, officers, or agents.

7. Administration of Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the Grant County Sheriff's Office and the Yakima County Sheriff's Office. Issues and/or disputes related to implementation of this Agreement shall be referred to each respective governing authority for resolution. Provided: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW.
8. Insurance. For the duration of this Agreement, each party shall maintain its own insurance; insuring damage to its own real and personal property and equipment.
9. Assignment. Neither party to this Agreement shall be permitted to assign its rights or obligations herein without the advance and express written consent of the other party.
10. Applicable Law — Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be a court of competent jurisdiction in Grant County, Washington.
11. Authority. Each of the undersigned hereby represents and warrants to the other party that they have the authority to execute and carry out the terms of this Agreement.
12. No waiver. No failure of either party to insist on the strictest performance of any term of this Agreement shall constitute a waiver of any such term or an abandonment of this Agreement.
13. Entire Agreement. This Agreement constitutes the complete agreement among the parties hereto with respect to the subject matter herein and supersedes all prior agreements, contracts, and understandings, written and oral.

THE PARTIES HAVE caused this agreement to be executed on the day and year set forth.
Signed Hereupon.


DONE, , 2023

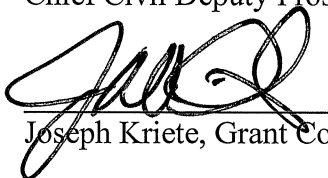
Attest:

Barbara J. Vasquez, Clerk of the Board

Approved as to form:

Dated the ____ of _____, 2023


Rebekah Kaylor, WSBA #53257
Chief Civil Deputy Prosecuting Attorney


Joseph Kriete, Grant County Sheriff

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY

Danny Stone, District 1 Commissioner

Rob Jones, District 2 Commissioner

Cindy Carter, District 3 Commissioner
*Constituting the Board of County Commissioners
for Grant County, Washington*

DONE, , 2023

Attest:

Julie Lawrence, Clerk of the Board

Approved as to form:

Dated the ____ of _____, 2023

Stefanie Weigand
Deputy Prosecuting Attorney

Robert Udell, Yakima County Sheriff

BOARD OF COUNTY
YAKIMA COUNTY COMMISSIONERS

Amanda McKinny, Chair

LaDon Linde, Commissioner

Ron Anderson, Commissioner
*Constituting the Board of County Commissioners
for Grant County, Washington*